

Hon. Richard A. Jones
Hon. J Richard Creatura

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

El PAPEL LLC, <i>et al.</i> ,)	
)	
Plaintiffs,)	No. 2:20-cv-01323-RAJ-JRC
)	
vs.)	DEFENDANT CITY OF
)	SEATTLE’S OBJECTIONS TO
JAY R INSLEE, <i>et al.</i> ,)	REPORT AND
)	RECOMMENDATION
Defendants.)	

While hesitating to cast them as “objections,” Defendant City of Seattle notes two opportunities in the Report and Recommendation, Dkt. # 63 (“Report”), to more accurately convey the three distinct City measures Plaintiffs challenge. *See* Dkt. # 27 at pp. 7–8 (explaining the three measures).¹

First, the Report opens by casting all three City measures as part of one City moratorium:

At issue in this lawsuit is the constitutionality of two residential eviction moratoria enacted in response to the novel coronavirus (“COVID-19”) pandemic: Washington State Governor Jay Inslee’s moratorium, which is in place for the duration of the COVID-19 health crisis, and the City of Seattle’s moratorium. The City’s moratorium includes a repayment plan for late rent and a post-COVID-19, six-month extension of the eviction moratorium.

¹ The City also agrees with and adopts the points raised in Defendant Gov. Jay Inslee’s objections.

1 Dkt. # 63, p. 1. Although referring to the measures collectively as “the moratoria” would be
2 reasonable, the Court should convey that not all are moratoria. A more accurate opening would
3 read:

4 At issue in this lawsuit is the constitutionality of four measures enacted in
5 response to the novel coronavirus (“COVID-19”) pandemic: Washington State
6 Governor Jay Inslee’s residential eviction moratorium; the City of Seattle’s
7 residential eviction moratorium; the City’s additional six-month eviction defense;
8 and the City’s rent repayment plan requirement. The Court uses “moratoria” to
9 refer to these measures collectively unless the context suggests otherwise.

10 Second, because the City’s six-month defense is distinct from its moratorium, the Court
11 would err by stating: “The second key protection is a six-month extension of the eviction
12 moratorium.” Dkt. # 63 at p. 6. That could be stated more accurately as: “The second key
13 protection is a defense to eviction extending for six months after the termination of the eviction
14 moratorium.” *Accord* Dkt. # 63, p. 21 (correctly referring to “the six-month defense”).

15 Respectfully submitted December 16, 2020.

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